

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unthink, LLC		10/06/2010	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Unthink Corporation
Street Address:	1509 W. Swann Ave.
Internal Address:	Suite 240A
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33606
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85093359	JOBSLEAF
Serial Number:	85061546	UNTHINK
Serial Number:	85031062	EMANCIPATE SOCIAL MEDIA
Registration Number:	3871068	IN RELATIONSHIPS WE TRUST
Registration Number:	3850616	PAY PER LEAF
Registration Number:	3835673	IN PARTNERSHIP WITH NATURE
Serial Number:	77515227	BUSINESS-AS-UNUSUAL
Registration Number:	3775541	LEAFPOINTS
Registration Number:	3768407	GREENBOX
Registration Number:	3768406	ADLEAF
Registration Number:	3765043	THE NEW AGE OF THINKING
Registration Number:	3764259	LEAFSENSE
Registration Number:	3764258	LEAFREWARDS

TRADEMARK**900177016****REEL: 004411 FRAME: 0784**

OP \$390.00 85093359

Registration Number:	3764257	ANYBRAND CAN BE EXTRAORDINARY
Registration Number:	3758482	ANYONE CAN BE EXTRAORDINARY

CORRESPONDENCE DATA

Fax Number: (813)228-6802
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 813-484-1981
Email: spiro@unthink.com
Correspondent Name: Spiro Verras
Address Line 1: 1509 W. Swann Ave,
Address Line 2: Suite 240A
Address Line 4: Tampa, FLORIDA 33606

ATTORNEY DOCKET NUMBER:	TRADEMARK ASSIGNMENT
NAME OF SUBMITTER:	Spiro Verras
Signature:	/Spiro Verras/
Date:	11/09/2010

Total Attachments: 7
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CONSENT IN LIEU OF MEETING OF BOARD OF DIRECTORS OF
UNTHINK CORPORATION

Pursuant to Section 607.0821, Florida Statutes, the undersigned, constituting all of the members of the Board of Directors (the "Board") of Unthink Corporation (the "Corporation"), adopt the following resolution by written consent:

RESIGNATION & ELECTION

WHEREAS, Spiro Verras has resigned his position as a member of the Board, effective as of October 6, 2010, but continues to serve as an officer of the Corporation; it is therefore

RESOLVED, pursuant to Article II, Section 8, of the Corporation's bylaws, that Colin Kingsnorth is hereby elected to fill the vacancy on the Board, effective October 6, 2010, to serve until the next annual meeting of the Board or until his successor is elected and qualified, or until his earlier resignation, death or removal from office.

TRANSFER ASSIGNMENT & ASSUMPTION AGREEMENT

RESOLVED, that the form of Transfer Assignment & Assumption Agreement (the "Agreement") between the Corporation and Unthink, LLC, dated as of October 6, 2010, is hereby authorized and approved, and the Chief Executive Officer or the President of the Corporation is hereby authorized and directed to execute and deliver the Agreement on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of this 6th day of October, 2010.



Anastasia Dedis, Director



Panos Kontses, Director

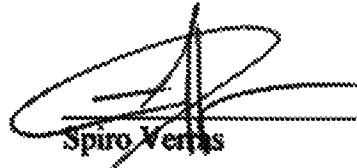
RESIGNATION

October 6, 2010

Unthink Corporation
18529 Bittern Avenue
Tampa, Florida 33558

I hereby resign from the board of directors of Unthink Corporation, a Florida corporation, effective on October 6, 2010.

Respectfully,



Spiro Veras

#9819512_y1

TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is dated effective as of October 6, 2010, between Unthink, LLC, a Florida limited liability corporation, (Transferor") and Unthink Corporation, a Florida corporation (the "Transferee").

The parties agree as follows:

1. Transfer and Assignment. Transferor hereby conveys, sells, transfers and delivers to Transferee, and its successors and assigns, all Transferor's right, title and interest in all its personal property, including but not limited to the property described on attached Exhibit "A" (collectively, the "Assets").
2. Assumption. Transferee hereby assumes all Transferor's rights, duties and obligations arising after the date hereof with respect to the Assets assigned.
3. Consents. As the sole member of the Transferor, Transferee consents to the transactions effected by this Agreement.
4. Further Assurances. The Transferor covenants that, at the request of Transferee, it will do all such further acts, and shall execute and deliver, or cause to be executed and delivered, all such transfers, assignments and conveyances, evidences of title, notices, powers of attorney and assurances as may be necessary or desirable to put Transferee and its successors and assigns, in possession and control of the Assets, or as Transferee may reasonably request to better assure and confirm title of Transferee to the Assets or for the transfer of possessory rights with respect thereto, including the delivery of all instruments, powers, book and records and related property evidencing or related to the foregoing.
5. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be a single instrument, and shall be effective as of the date when one or more counterparts have been signed by each of the parties and delivered to the other parties. To facilitate execution and delivery of this Agreement, the parties hereto may exchange counterparts of the executed signature pages by facsimile transmission or other electronic transfer method and all such signatures shall be deemed originals for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Transfer, Assignment and Assumption Agreement as of the day and year first above written.

TRANSFEROR:

UNTHINK, LLC

By: 

Panos Kontses, Manager

TRANSFEROR:

UNTHINK CORPORATION

By: 

Anastasia Dedis, Chief Executive Officer

EXHIBIT "A"

Trademarks:

<u>Registered trademarks:</u>	<u>Owner</u>	<u>Registr. Date</u>
In Partnership With Nature (Reg. No. 3835673)	Unthink, LLC	August 17, 2010
LeafPoints (Reg. No. 3775541)	Unthink, LLC	April 13, 2010
GreenBox (Reg. No. 3768407)	Unthink, LLC	March 30, 2010
AdLeaf (Reg. No. 3768406)	Unthink, LLC	March 30, 2010
The New Age of Thinking (Reg. No. 3765043)	Unthink, LLC	March 23, 2010
LeafSense (Reg. No. 3764259)	Unthink, LLC	March 23, 2010
LeafRewards (Reg. No. 3764258)	Unthink, LLC	March 23, 2010
Anybrand Can Be Extraordinary (Reg. No. 3764257)	Unthink, LLC	March 23, 2010
Anyone Can Be Extraordinary (Reg. No. 3758482)	Unthink, LLC	March 9, 2010
Pay Per Leaf (Reg. No. pending, Serial No. 77515225)	Unthink, LLC	Sept. 21, 2010

<u>Approved for publication:</u>	<u>Owner</u>	<u>Publication Date</u>
Unthink (Serial No. 85061546)	Unthink, LLC	October 12, 2010
Emancipate Social Media (Serial No. 85031062)	Unthink, LLC	October 12, 2010
In Relationships We Trust (Serial No. 77662327)	Unthink, LLC	October 12, 2010

<u>Pending:</u>	<u>Owner</u>
Business-As-Unusual (Serial No. 77515227)	Unthink, LLC
<i>Current Status: A non-final refusal of the Statement of Use filed for this application was mailed on July 16, 2010</i>	
JobsLeaf (Serial No. 85093359)	Unthink, LLC
<i>Current Status: Application filed July 26, 2010, not yet assigned to an examining attorney.</i>	

<u>URLs:</u>	<u>Name of Owner</u>
unthink.com	Unthink, LLC
unthinkcentral.com	Unthink, LLC
unthinkgroup.com	Unthink, LLC
emancipatesocialmedia.com	Unthink, LLC
emancipatesocialmedia.org	Unthink, LLC
iunthink.com	Unthink, LLC
iunthink.mobi	Unthink, LLC
unthink.com	Unthink, LLC
unthink.mobi	Unthink, LLC
unthinkalliance.com	Unthink, LLC
unthinkcentral.com	Unthink, LLC
unthinkfoundation.org	Unthink, LLC
unthinkgroup.com	Unthink, LLC
unthinkinstitute.com	Unthink, LLC
unthinkmarketing.com	Unthink, LLC
unthinkmovement.com	Unthink, LLC
unthinkmovement.org	Unthink, LLC
unthinknation.com	Unthink, LLC
unthinknetworking.com	Unthink, LLC

unthinksummit.com
unthinktanks.com
unthinktechnologies.com
unthinktree.com

Unthink, LLC
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Contracts:

1. Master Service Agreement dated June 15, 2010 between Unthink, LLC and Midwest Infotech, Pvt. Ltd.
2. Unthink, LLC - And Now Media, Inc. - Video Production Agreement dated November 16, 2009.
3. Unthink, LLC - And Now Media, Inc. - Addendum #1 of Production Agreement dated February 3, 2010.
4. Unthink, LLC - Rack Space, Inc.
5. Unthink, LLC - Lake Carlton Arms Apartments Lease Agreement dated January 2, 2010.
6. Unthink Technologies, Pvt. Ltd. - FACT Software, Pvt. Ltd. - Stellar Park Lease Agreement dated April 26, 2010.
7. Confidentiality Agreements with Amber Johns, Bharani, Char Bhaskar, Bob Clarke, Christos Babatzimopoulos, Coles Brewer, Enterra (Jeremy Groves), Foss Fund (Jennifer Tuft), Friction Ltd (Omer Shaikh), Mukesh Gairola, Nitesh Garg, Kumar Gaurav, Jake Collins, Gurpreet Kaur, Vadivel Kumar, Laxey Partners (Colin Kingsnorth), Midwest Infotech (Bhavishya Wadhawan), Vidhi Nayar, Priya Pandley, Polaris Payment Group (Michael Borrelle), Prabahar, Aditya Puri, Sharon Clayton, Ajay Tomar Singh, Sandeep Singh, Song Plus (David Song), TAanZac Partners (Benjamin Di Lello), Sasirekha Vadivel, Makrand Vichare, Grey Matter India (Chintan Shah).

Equity Investments:

99.9% of the shares of Unthink Technologies, Pvt. Ltd. (India)

Hardware/Software:

Type/License	Description	Quantity
Box & Motherboard	Server System SC5650SCV/S	1
CPU	Intel Xeon E5620	2
CPU Cooling	Intel Thermal Solution 130W	2
RAM	4GB Kingston 1066Mhz REG ECC	6
RAID Controller	Intel SASMF8i 8Port	1
HDD	Seagate Barracuda SATA LP 2TB	4
HDD	WD Velociraptor 300GB	2
Graphics	ASUS EN9500GT 1GB	1
Monitor	Asus VV224T 22" Monitor	1
Keyboard	Microsoft Comfort Curve Keyboard	1
Mouse	Microsoft Intellimouse Explorer 3	1
DVD Recorder	Sony - NEC Optiarc AD-7241S-08	1
NAS	Seagate Blackarmor 420	2
NAS	Seagate Blackarmor 220	1
UPS	Cyberpower 1500VA UPS	1
UPS	APC Smart-UPS SUA3000XL	1
Switch	Cisco SD2080T 8Port Gigabit Switch	1
Digitizer	Wacom Intuos4 Large Pen Tablet	1
Apple MACs	Apple Mac mini MC238LL/A Desktop	1
Apple MACs	MacBook Pro 13"	1
Apple MACs	Apple iMac C2D 2.66GH	1
PRINTERS	EPSON Workforce 610 Wireless	1
PRINTERS	SAMSUNG Laser Multifunction Printer	1
LAPTOP	DELL Inspiron 1754	1
BOX	8Bay ATX cabinet	4
PSU	500 Watt Cooler Master SMPS	4
CPU	Intel Core i5-650 Processor	4
Motherboard	Intel Original motherboard	4
Graphics	Integrated Display Graphics	4
RAM	8 GB DDR-3 RAM	4
HDD	500 GB SATA Hard Disk Drive 7200 RPM	4
Keyboard + Mouse	Microsoft Keyboard Mouse Set	4
Monitor	23" Samsung Wide P2350	4
Microsoft Windows Server	2008 R2 Enterprise Edition	1
YouTrack Bug Tracker v2.1	Enterprise Edition	1
Adobe Web Premium		2
Symantec Endpoint Protection		11
Microsoft Office 2010		11
Microsoft Windows 7 Professional		11
Microsoft MSDN - Visual Studio Professional		1